2021-2023 MOTT/REGENT NEGOTIATED AGREEMENT

PREAMBLE
The School Board of the Mott/Regent Public School District No.1 and the Mott-Regent Education Association do hereby agree that the welfare of the children of Mott/Regent Public School District No.1 is paramount in the operation of the schools and will be promoted by both parties, and the parties do hereby agree as follows:

RECOGNITION
The School Board of the Mott/Regent Public School District No.1, hereinafter referred to as the Board recognizes that teaching is a profession. The Board recognizes the Mott/Regent Education Association, hereinafter referred to as the Association as the exclusive representative of the members of the appropriate negotiating unit of teachers covered by this agreement employed, or to be employed by the Board for the purpose of negotiation. Teacher means and includes all public school employees licensed under chapter 15-36 and employed primarily as classroom teachers. The Association recognizes the Board as the elected representative of the people of the Mott/Regent Public School District No.1 and as the employers of the licensed teachers of the Mott/Regent Public School. The purpose of this recognition is the mutual agreement that the parties will negotiate and will use professional and educational channels for appeal in the event of impasse.

PROCEDURES

INAUGURATING NEGOTIATIONS
Written requests for negotiations will be submitted by the Mott-Regent Education Association to the Superintendent on behalf of the Board or by the President of the Board to the President of the Mott-Regent Education Association, and

1. The subject matter to be considered will be specified.
2. Persons who will participate in negotiations will be named.
3. Written responses will be made and mutually convenient meeting dates shall be set within 10 days of the date of the request.
4. Shall specify at the initial meeting the positions to be included in the negotiations along with the classroom teachers, such as librarians, speech therapist, and guidance counselors.

CONDUCION OF NEGOTIATIONS
Meetings composed of members of the Association Negotiation Committee, the Board, and the Superintendent, or its designated representatives, shall be called upon at written request of any one of these parties and shall be scheduled for mutually satisfactory time. The subject of such meetings shall be stated and

1. Relevant data and supporting information, proposals, and counter proposals may be presented.
2. Competent consultants may be called upon by either party to make suggestions and the parties may appoint ad hoc study committees to research, study and develop projects, programs, and to make recommendations to the parties.
3. During the period of consideration, interim reports of progress may be made to the Association by its representative and to the board by the Superintendent or the Board’s representatives.
4. While negotiations are in process, any releases prepared for the news media shall be mutually agreed upon.

COST
Cost and expenses, which may be incurred in securing and utilizing the services of any individual, an Advisory Board or the Education Fact Finding Commission, shall be shared equally by the Board and the Association.
SAVING CLAUSE

If certain portions of this agreement are contrary to statute, portions shall be non-enforceable, but other remaining articles, sections, and other clauses shall remain in full force and effect for the duration of this agreement. Any articles or schedules attached to this agreement are made part of this agreement, and shall be negotiated in conformance with the dates listed in the next section and with the procedures outlined above.

UNDERSTANDING

The Board and the Association agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties and that the said terms and conditions may not be altered, changed, added to, deleted from, or modified without the mutual consent of the parties in amendment, written and attached and made part of this Agreement.

INDIVIDUAL CONTRACTS

Individual contracts shall be consistent with the terms and conditions of this Contract.

DURATION

Said Agreement will automatically be renewed and continue in full force and effect for additional periods of two years unless either party desiring change in this Agreement shall notify the other party in writing by the First (1st) Tuesday in March. Changes may be made at any time by mutual consent. Effective date of this agreement shall be July 1, 2021 to June 30, 2023. The 2022-2023 contracts will not be issued prior to May 1, 2022.

LENGTH OF SCHOOL YEAR

This schedule shall apply to the regular school calendar with a minimum of 182 contracted days plus teacher orientation or workshop meetings required by the Board. The nine-month contract for 2021-2022 and 2022-2023 will be for 182 contract days.

ARTICLE I.

TEACHING CONDITIONS

On each contract the grade or subject area will be stated. Instructors in the junior and senior high will be assigned no more than seven periods academic teaching and/or study hall supervision in an eight period day and no more than six periods academic teaching and/or study hall supervision in a seven period day (3 out of 4 periods on a block schedule). An instructor may be assigned periods in junior high and senior high as the schedule may require. Any changes in teaching assignments on an individual’s contract between the date of the contract and the beginning of the school term shall be mutually agreed upon. By July 1, teachers will receive a copy of their preliminary course schedule. Teachers will be notified as soon as possible of any potential changes to their schedule after that date.

ARTICLE II.

TEACHER RESIGNATION/RELEASE OF CONTRACT

Because it is impractical or extremely difficult to fix the actual cost to be incurred at the time of a release request, the parties hereto agree to fix the cost of finding a replacement at $1500. Nothing herein shall be construed as meaning that the Board must release the teacher upon payment of the above costs. The Board may also waive this cost if they so wish.
REIMBURSEMENT FOR EDUCATION COST

If the Mott/Regent School District reimburses or pays in any way for the tuition of a teacher to obtain classes necessary to obtain full licensure with the Education Standards and Practices Board (ESPB) after receiving a contract under ESPB emergency licensure, the teacher must remain in the employment of the Mott/Regent School District for 3 years. If the teacher wishes to resign employment from the Mott/Regent School District, upon receiving approval of the Board, the teacher will be responsible to reimburse the Mott/Regent School District for the District’s cost of tuition based on years of service on a pro-rated basis. Example—teaches one year and then resigns, the teacher is responsible for 2/3 of cost of tuition to the Mott/Regent School District.

ARTICLE III.

SUBSTITUTE TEACHERS

When teacher absences occur, qualified substitutes, if available, shall be secured by administration and teachers. If qualified substitutes are not available or the administration deems it necessary or unwise to engage a substitute teacher, classes for the day will be covered by staff. Teachers will be given the assignment only as a last resort if it would eliminate their only preparation period. Teachers shall be compensated at the rate of $15 per instructional period. Payments for such shall be made every three months (end of November, February and May). If a teacher subs and would want to exchange the period for personal time off, they can for a maximum of 8 periods (hours) per school year. Teacher(s) subbing other classes while teaching their own class will be paid at the $15.00 per hour rate (with the exception of study hall).

ARTICLE IV.

SALARIES

1. Base Salary for teachers shall be $42,500.00 for the 2021-2022 and $43,000 for the 2022-2023 school year. Each teacher employed after July 1, 2015, shall receive an experience increment in the amount of $500.00 for each year of the contract. Starting the 2011-2013 contract, each teacher currently under contract shall receive $450 for each 8 semester or 12 quarter hours of approved courses after the bachelor degree. Approved hours are defined as pre-approved hours of graduate or undergraduate work in the instructor’s teaching field or in education. Hours will be pre-approved by the Superintendent. Any credits denied by the Superintendent can be appealed by the teacher to the school board for review. No more than 8 pre-approved undergraduate semester hours may be used to qualify for payment. Credits earned by the opening date of school in the fall shall qualify toward the payment of the education increment for that school term. A teacher who transfers into a district would be capped at $500.00 per year for up to fifteen years of experience.

2. Preapproved (approved by Superintendent) continuing education credits may be reimbursed $40 per year by the Mott-Regent School District.

3. All full time teachers in positions included in this agreement shall as a qualification for advancement on the salary schedule earn a minimum of 4 semester hours in his/her teacher field each five-year period except for teachers who hold a life time teaching certificate.

4. Part time instructors shall receive a proportionate increment according to time contracted (for example, a 4/5 teacher shall receive a 4/5 increment), and teachers with extended contracts beyond nine months shall receive an increment equal to the proportionate fraction of extended contract in excess of nine months. A nine-month contract for 2021-2022 and 2022-2023 will be 182 days.
ARTICLE V.

FRINGE BENEFIT

The School Board shall provide teachers a fringe benefit of $10,000.00 for the 2021-2022 school year and $10,000 for the 2022-2023 school year.

ARTICLE VI.

PAYMENT OR COMPENSATION FOR CERTAIN ASSIGNED ACTIVITIES

Workers at main athletic events shall be paid up to $12.00 per night for 2 games and $15.00 for 3 games, per individual, at the discretion of the administration. Teachers will not be responsible for noon duty, unless they request it in writing in which they shall then receive the noon meal without charge. Teachers not involved in a seasonal coaching capacity or other major activities (such as band director) shall be eligible for duties as needed or directed.

ARTICLE VII.

MEMBER ASSESSMENT TO ND TEACHER FUND FOR RETIREMENT

The Board of Education will pay a teacher assessment at the current rate mandated by the North Dakota Legislature under a salary reduction plan (Model 1: ND Teachers Fund for Retirement “Plan for Employer Payment of Member Assessments to the Fund”, 1989-1990 School Year).

ARTICLE VIII.

TEACHER LEAVE OF ABSENCE

1. Three days of personal leave shall be allowed to each teacher during the school year. The personal leave may be used for any purpose desired by the teacher. A teacher desiring to use a day of personal leave must request and get approval from administration at least 2 days in advance. A teacher will have the option to appeal a denial to the superintendent. Unused personal leave shall accumulate to a maximum of 5 days. Each teacher may choose to be paid for unused personal days up to two days per year at the rate of $75 per day.

2. Sick leave shall be granted at the rate of 10 days per school term, accumulative to 90 days. $50.00 shall be paid per day at the end of the year for unused sick leave days over 80 days. The Mott/Regent School District will pay all retiring teachers or teachers leaving the system their unused sick leave at the rate of $40.00 per day for a maximum of 90 days.

3. It is mutually agreed that the MREA will be given at least 5 working days prior written notice and the opportunity for their input with the policy committee before the Sick Bank Policy is amended by the School Board. The sole authority and final decision of any board policy remains with the School Board.
ARTICLE IX.

PAYROLL DUES DEDUCTION

Upon authorization signed by the teacher, the Board shall deduct an amount to provide monthly payments of dues for membership to their local, state, and national education associations.

ARTICLE X.

LIFE INSURANCE AND FLEXIBLE BENEFITS PLAN

The Mott/Regent School District shall pay the cost of a $25,000.00 life insurance policy for each teacher through Horace Mann Insurance or equivalent company. As an adjunct to this life insurance policy, the staff of Mott/Regent Public School shall be eligible for a flexible benefits plan. If the board finds that in providing these two plans the board incurs no expense, it will continue to provide the benefits. If using this Flex Plan does create a cost for the district, it is the responsibility of the receiving teacher to resolve this cost. The cost per month for each employee’s participation is $1.50. Therefore it is necessary that each participating employee will have to deposit a minimum of $250.00 annually into the Flex plan for the district not to incur any cost in this plan. The cost of maintaining this plan may change, but teachers will have to deposit enough so not to incur a cost to the district. Current rate of Life Insurance is $4.75* per month. *Current rate will be inserted when rate is available.

ARTICLE XI.

GRIEVANCE AND GRIEVANCE PROCEDURE

10.1 Purpose:

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to grievances that may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. The grievance procedure shall be used within forty (40) working days of knowledgeable violations, or no action.

10.2 Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be kept at a minimum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement.

10.3 Grievance Steps:

Level 1: Informal Efforts: A grievance shall be first discussed with and documented by the principal or immediate supervisor of the employee as may be appropriate with the intent of resolving the matter informally.

Level 2: The grievant must first submit to the principal or immediate supervisor a written statement on the grievance form (refer to Appendix C). The principal or immediate supervisor shall have a period of not less than ___5___ working days during which to hold a conference with the grievant. Following the conference, but not later than ___10___ working days from the date of the filing of the grievance, the principal or immediate supervisor shall tender a written response to the grievant.
Level 3: If the grievance is not satisfactorily resolved at Level 2 within 15 working days after the grievant filed a written grievance, the grievant may submit the written grievance to the office of the Superintendent. The Superintendent or designee shall schedule and hold a conference relative to such grievance within 10 working days of receipt of such grievance. Within 10 working days of such meeting, the Superintendent or designee shall communicate in writing a decision to the grievant.

Level 4: If the grievance is not satisfactorily resolved at Level 3 within 10 working days after the grievance was filed at Level 3, the grievant may submit the written grievance to the Board. The Board shall schedule and hold a conference relative to such grievance within 20 working days of the receipt of such grievance. Within 20 working days of such meeting, the Board shall communicate in writing a decision to the grievant.

10.4 Rights and Representation

No reprisals of any kind shall be taken by either party or by any member thereof against the party of interest, or any other participant in the grievance procedure by reason of such participation.

Any party of interest may be represented at all stages of this procedure by a person(s) of his/her choosing.

10.5 Miscellaneous

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal file of the participants.

The grievant shall be informed at least 5 working days in advance of any scheduled meeting herein, but may agree to waive such time consideration to expedite the meeting at any earlier date.

The employer shall furnish the grievant with such information as is necessary for the processing of the grievance.

Should an employee or an Association representative be required by the employer’s scheduling to be absent from his/her regular assignment for the execution of this grievance procedure, he/she shall be released without loss of pay or benefits.

All written communications required herein shall be served personally by the grievant to the immediate supervisor.
Lena Greff
MREA Chief Negotiator

Jennifer Greff
MREA Negotiator

Colette Friedt
MREA (Alternate)

Nathan Huether
Mott Regent School District No.1 Chief Negotiator

Tracy Kruger
Mott Regent School District No.1 Negotiator

Jill Anderson
Mott Regent School District No.1 (Alternate)

Melissa Friedt
Mott Regent School District No.1 Business Manager
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- **Voluntary Leave:** 12 days
- **Voluntary Retirement:** 36 months
- **Vacation:** 10 days
- **Sick Leave:** 12 days
- **Personal Leave:** 10 days
- **Sick Pay:** $20 per day
- **Vacation Pay:** $30 per day
- **Personal Pay:** $40 per day
- **Education:**
  - Bachelor's Degree: $500
  - Master's Degree: $750
  - Doctoral Degree: $1,000
- **Travel Expense:** $50 per day
- **体检:** $100
- **Annual Review:**
  - 0-2 years: $500
  - 3-5 years: $1,000
  - 6-8 years: $1,500
  - 9-10 years: $2,000
  - Over 10 years: $2,500
Grievance Form

The school board recognizes that grievances from faculty are unavoidable. In order to provide a prompt response to your grievance, please fill out the following form. See Article X in the Negotiated Agreement to view the grievance procedures.

Mott Regent Public Schools
Faculty Grievance Form

Hand deliver this form to the party in Level 2, Level 3, Level 4

Please Note:
If you are unhappy with the decision made concerning your grievance, you may re-file the grievance to the next level as outlined in the Mott/Regent Negotiated Agreement Policy. Only signed grievances will be addressed by school administrators and/or Mott/Regent School Board.

Please check which level this affects:

☐ Level 2  ☐ Level 3  ☐ Level 4

YOUR INFORMATION

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### SUBJECT OF THE GRIEVANCE

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COMPLAINT INFORMATION

Describe events in the order in which they occurred, including any names, dates, and a full description of the problem.

Be as brief and complete as possible to make the explanation clear. Use separate sheet(s) of paper if you need more space.

Please include COPIES of documents related to your complaint if applicable. DO NOT SEND ORIGINAL DOCUMENTS.

Please be advised that the issues described in this grievance will be shared with the person involved unless it is prohibited by law (such as sexual harassment issue) for their response.
I certify that the information provided on, or within, this form is true and correct to the best of my knowledge.

Signature of Grievant ___________________________ Date: ________________

Signature of Level Administrator ___________________________ Date: ________________